

Preamble

All sales of products, services, and systems carried out by ABB SA (hereinafter referred to as ABB) are governed by these GENERAL TERMS AND CONDITIONS OF SALE (hereinafter referred to as GENERAL TERMS or CONDITIONS), which form an integral part of any offer/proposal of cooperation/ ABB order/contract execution order for Products, Systems, or Services (collectively referred to hereinafter as the Supply). The Supply comes into force only when the present terms are in any way accepted in their entirety by the CUSTOMER. The CUSTOMER may become aware of the Terms either after receiving them in any way and medium or via the ABB website <https://new.abb.com/gr/about/general-sales-conditions>. The acceptance of the Supply is assumed to demonstrate full knowledge and express acceptance of the General Terms on the part of the CUSTOMER. Alternatively, these will be considered already known to the CUSTOMER when the latter has received them from his previous cooperation with ABB. In any case, the TERMS are an integral part of ABB's offer and are deemed to have been unconditionally accepted by the CUSTOMER upon acceptance of ABB's offer/proposal. Any offer or proposal of cooperation by ABB is binding only when it is mutually accepted in writing and, from then on, produces legal results. Terms of the CUSTOMER that conflict with the present ones will only apply if this has been expressly and in writing agreed between the CUSTOMER and ABB. Any amendment to these shall be made in writing to be binding on the Contracting Parties and to produce legal effects. These Terms also apply to purchases made based on a price list. The Terms, together with the Order and the Order Confirmation, constitute the entire agreement between the Parties and supersede any prior oral or written agreements between ABB and the CUSTOMER relating to the Supply. The preambles and appendices form an essential and integral part of these ABB TERMS. Capitalized terms have the meaning attributed as per Article 1 "Definitions".

1. DEFINITIONS

ABB: ABB SA., 13th klm Nat. Rd. Athens Lamia, Metamorphossi- Athens, (branch offices: 13th klm Thermis – Moudanion, Thessaloniki and Arch. Makariou III 86, Limassol Cyprus) acting as supplier.

"Applicable Integrity Laws" means:

(i) Anti-bribery and anti-corruption laws: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively **"Anti-Bribery & Corruption Laws"**); and

(ii) Sanctions and trade control laws and regulations: any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Agreement (collectively, **"Trade Control Laws"**); and

(iii) Human rights and anti-modern slavery laws: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations (collectively, **"Human Rights Laws"**).

ABB Data: any data or information, including Personal Data, acquired by CUSTOMER in preparation of or during the fulfilment of the Contract, irrespective of whether such data or information relates to ABB, its Affiliates or their respective CUSTOMERS or suppliers.

Affiliate: any entity which directly or indirectly controls, is controlled by, or is under common control with a Party.

Contract/Agreement: The provisions of the Agreements, Orders, and Order Confirmations. Unless otherwise agreed by the Parties, the CUSTOMER agrees that each Order referred to in the TERMS and the related Order Confirmation from ABB constitutes a contract. Each time the CUSTOMER submits an Order and any subsequent Order Confirmation from ABB, they may be subject to additional contractual terms for the Products, Systems, and/or Services referred to in the Order and Order Confirmation, which together will form part of the Agreement. The Contract is concluded between the Parties when ABB, after receiving the Order, informs the CUSTOMER in writing of its acceptance by sending the Order Confirmation.

Supply: the entire Confirmed Order of products, systems, services.

CUSTOMER(S): legal or natural person requesting and/or receiving a quotation from ABB, and, where an Order Confirmation is provided, in accordance with applicable laws and regulations.

End User CUSTOMER: A CUSTOMER who purchases ABB goods and/or services as an end user.

Quotation: the document (and its attached annexes) submitted by ABB to a CUSTOMER with a view to obtaining an Order.

Order (also Purchase Order or PO): the document (and its attached annexes) signed by the CUSTOMER and submitted to ABB for acceptance, by which the CUSTOMER orders Products, Systems and/or Services from ABB. The term Order also includes changes to an Order that have been accepted by ABB after the signing of the Contract.

Order Confirmation: the written communication by which ABB confirms acceptance of an Order to the CUSTOMER, thereby defining the Contract.

Party or contracting Party: the CUSTOMER and/or ABB.

Price(s): the prices stated in the Order or Order Confirmation.

Product(s): the good(s) specified in the Order or Order Confirmation. Products include Systems and in general any material sold by ABB.

Service(s): the works and services specified in the Order Confirmation.

System(s): the systems specified in the Order Confirmation.

Restricted Person: any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

Channel Sales Partner/Distributor: CUSTOMER who cooperates with ABB to promote ABB Products and/or Services.

Sanctions Agency: any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

Intellectual Property Rights: (a) patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; and (c) all other intellectual property rights and similar forms of worldwide protection.

Written form includes also any electronic form, except if provided otherwise by the Parties or under the mandatory provisions of applicable law.

2. STRUCTURE OF CONTRACT

The CUSTOMER agrees that each Offer referring to the GTCs, combined with a Purchase Order and the relevant Order Confirmation from ABB, is a separate Contract, legally independent from any others. Each time the CUSTOMER submits an Order which is subject to the Order Confirmation by ABB, the relevant Supply shall be subject to the further contractual conditions for Products, Systems and/or Services indicated in the Order and in the Order Confirmation which are part of the Contract. In case of differences between the terms of the contractual documents, those contained in the Order Confirmation and in the GTCs prevail over those contained in the Order, and those contained in the Order Confirmation prevail over those in the GTCs. Any general conditions applied by the CUSTOMER but not expressly accepted in writing by ABB, also were indicated in the Order and/or on the reverse of the Order, shall not apply. ABB's Offer is valid only when transmitted in writing and for the period indicated in that Offer. No ABB agent or intermediary has the power to accept Orders on behalf of ABB. The Contract is stipulated between the Parties when ABB, after receiving the Order, notifies the CUSTOMER in writing about the acceptance of the Order by sending the Order Confirmation. Upon receipt of the ABB Order Confirmation, the CUSTOMER should verify all the information provided therein; the Order Confirmation is considered accepted by the CUSTOMER if not challenged immediately in writing by the CUSTOMER. The materials and services not expressly described in the Order Confirmation will be invoiced separately. The transfer of the Contract within the ABB Group does not require the consent of the CUSTOMER.

3. GENERAL PROVISIONS

These ABB GTC's govern the Contract.

3.1. All information exchanged by the Parties shall be considered non-confidential. If the Parties intend to communicate, receive, or exchange confidential information, they should enter and sign a specific confidentiality agreement.

3.2. The CUSTOMER and ABB recognize the validity of the electronic signature (e.g., Adobe Sign, DocuSign, and any similar methods ensuring the identification of the publisher and the integrity of the document) placed by legally authorized persons. The Parties may communicate by electronic means, and such communications shall be considered equivalent to a written document, with full contractual force between the Parties, unless otherwise provided by mandatory provisions of applicable law. The identification code included in an electronic document, although different from a digital signature, will be sufficient to identify the sender and authenticate the document. Any Order transmitted by electronic means will be considered equivalent to a document signed by the Parties, with the same mandatory and binding effect.

3.3. The CUSTOMER agrees that, at ABB's care and expense, ABB may install on the Products/Systems any technical modifications deemed mandatory by ABB (e.g., those necessary for safety reasons). The removable parts become the property of ABB, and CUSTOMER represents that it has the appropriate authorization from the owner or holder of other rights to transfer to ABB the ownership and possession of the removable parts.

3.4. These General Terms and anything else agreed in relation to them will only be modified if unanimously agreed expressly and in writing between the Parties. They supersede any verbal agreement, and in case of doubt, if any term of the Agreement is declared invalid or voidable, the remaining terms will remain in effect. In case the Contract is executed in a form of a separate document and is signed by the Parties on different dates, the effectiveness shall commence on the last day of signing.

3.5. The CUSTOMER accepts the Contract either expressly in writing or impliedly by fulfilling the Contract in whole or in part. No terms or conditions delivered with or contained in CUSTOMER's quotations, acknowledgements, acceptances, specifications or similar documents will form part of the Contract, unless expressly confirmed by ABB and CUSTOMER waives therefore any right which it might have to rely on such terms or conditions.

3.6. The CUSTOMER shall keep in strict confidence all ABB Data and any other information concerning ABB's or its Affiliates' business, their products and/or their technologies which CUSTOMER obtains in connection with the Products, Systems and/or Services to be provided (whether before or after acceptance of the Contract). CUSTOMER shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors or other third parties on a need-to-know basis for the purpose of the receipt of the Products, Systems and/or Services provided by ABB. CUSTOMER shall ensure that such employees, agents, subcontractors or other third parties are subject to and comply with the same obligations of confidentiality as applicable to CUSTOMER and will be liable for any unauthorized disclosures.

4. SUPPLY

4.1 The Supply includes Products, Systems, and Services, as specified by type, quantity, value, and object in the Order and in the Order Confirmation. Any Service not clearly included in the CUSTOMER's order and necessary directly or indirectly for the performance of other Services is not an obligation of ABB.

4.2 The weight, dimensions, volumes, technical specifications, and compositions of parts of ABB Products and Systems, included in catalogs, brochures, and printed material, are indicative, informative, and therefore non-binding, except in cases where a specific specification forms part of the Procurement documents.

4.3 In the case of total and/or partial cancellation of the order by the CUSTOMER for any reason within 15 calendar days before the agreed delivery time, the CUSTOMER will be charged 15% of the value of the canceled Supply, which the CUSTOMER considers reasonable and fair. Any additional, case-by-case, more specific conditions may apply as described in the canceled cooperation proposal/offer. The possibility of cancellation according to the above only applies to Products included in the ABB's price list, available on the website <https://new.abb.com/gr/documentation-and-tools> with listed unit prices. Order cancellation of Products outside the above price list or Products of special orders and specifications is not accepted.

4.4 Modifications and/or changes to the object of the Order are valid only when mutually accepted in writing. Modifications and/or deviations from the scope of the Services proposed by one of the contracting parties must always be notified to the other party in writing and be expressly accepted in writing to be effective.

4.5 ABB's Offer is effective only when notified in writing and for the period stated therein. No ABB partner is authorized to accept Orders on behalf of ABB. Upon receipt of ABB's Order Confirmation, CUSTOMER must verify all information contained therein and shall be deemed to have been expressly accepted unless challenged in writing by CUSTOMER. Products and services not expressly described in the Order Confirmation will be invoiced separately.

5. PRICES

Prices refer to the Supply as delivered ex-factory, excluding packaging, VAT, customs duties, and, generally, tax or financial charges associated with sale

and export. The prices of all Services, based on the unit prices of the Offer, are fixed, and do not include VAT or other taxes, which are legally added to the prices on the issued invoice. If a total number of hours has been calculated for all tasks that make up the Services, this number is indicative, and billing will be based on the actual final number of hours required to perform the Service. The agreed prices do not bind ABB in the event of changes in the quantities and/or qualities of the Supply to be provided and may be adjusted in the event of an extension of the delivery schedule for the reasons provided for in Article 9 (Delivery Schedule). If the prices are indicated in a currency other than the Euro, they will be modified according to the exchange rate of this currency with the Euro, as will be valid on the date of each (partial) pricing.

6. PAYMENT - INVOICING - OWNERSHIP

6.1. Payments should always be made by bank transfer to the account designated by ABB within the contractually specified dates or within thirty (30) days of the date of invoicing. The transfer of funds to ABB is always at the risk and responsibility of the CUSTOMER, whichever payment method is chosen. The payment of each invoice and amount due will be proven only by a deposit in ABB's bank account, excluding any other way of proof, even this oath itself. The CUSTOMER does not have the right to withhold and/or set off part or all the amount due to cover any discounts, expenses, taxes, duties, costs, or any other amount that he either has or must pay or is entitled to receive.

6.2 If delivery or receipt of the Supply is delayed for reasons not attributable to ABB, the agreed payment terms remain unchanged. In the case of delay in payment of the agreed payments or receipt by the CUSTOMER, ABB is entitled separately or cumulatively to the following: **(i)** to demand the payment of legal late payment interest from the day after the scheduled payment date until its full payment. The overdue interest will be calculated based on the relevant interest rate in effect from time to time, as determined by the Bank of Greece. The payment of overdue interest does not release the CUSTOMER from the obligation to pay the remaining amounts according to the agreed terms, **(ii)** to suspend the shipment of the supply or the performance of the services described therein; without the CUSTOMER being entitled to demand any compensation for this reason, **(iii)** permanently terminate the Supply agreement by seeking any amount due from the CUSTOMER, **(iv)** lawfully withhold the advance payment, **(v)** to claim additional compensation for any positive damage suffered as a result of this suspension. The exercise of the above rights by ABB or the raising of a claim by the CUSTOMER does not give the latter the right not to pay any agreed payment.

6.3 ABB may split the pricing of the Deliveries where this is made possible by the Procurement. In this case, each delivery will be invoiced separately, according to the contractually defined payment terms. Any observation by the CUSTOMER, including late deliveries or incomplete supply of non-essential parts, does not entitle the CUSTOMER to suspend or delay payment. Billing for the delivery of Products or Systems will be made in full upon shipment. At the special request of the CUSTOMER, the material provided for the execution of work can be invoiced at the same time as its execution and invoicing.

6.4 Until full payment of the Products, they remain the property of ABB, which retains all its legal rights, from articles 383, 389 par. 2, 455, 458, 460, 461, 462, 470, 532 par. 1, 976, 977, 1034, 1035, 1094 and 1095 AK.

7. SUSPENSION OF DELIVERIES

If the CUSTOMER fails to make one or more payments at the due date, or if it fails to fulfil any of its contractual obligations, then ABB has the right to suspend deliveries. ABB may also suspend deliveries in the case where the CUSTOMER's economic conditions change substantially, as in the case of the impossibility of collection from CUSTOMER's bank accounts or CUSTOMER's illiquidity, the submission of a proposal or the initiation of a pre-bankruptcy and/or bankruptcy and/or liquidation proceeding against CUSTOMER, one or more protested bills of exchange, enforcement proceedings, establishment of pledges and/or mortgages on the CUSTOMER's assets, composition with creditors, or cessation of business. In case of ABB's reasonable doubt in CUSTOMER's ability to meet its contractual obligations or to execute payment(s), ABB shall inform the CUSTOMER thereof and shall be entitled to make the delivery and performance of ABB's contractual obligations to the CUSTOMER conditional upon CUSTOMER, within indicated deadline (no longer than 30 days): **(i)** making full advance payment to ABB and/or **(ii)** providing ABB with an unconditional and irrevocable bank guarantee for the entire unpaid Supply amount, with content thereof to the full satisfaction of ABB. In the event that the CUSTOMER does not fulfill these requirements within the specified period, ABB is entitled to terminate the Contract with immediate effect, with CUSTOMER having no right to claim any damages, and with CUSTOMER being obliged to pay for all Products, Systems and Services delivered by ABB, as well as to cover all costs that incurred by ABB during performance of contractual obligations up until the termination of Contract.

8. LIMITATION OF LIABILITY

To the greatest extent possible under mandatory provisions of applicable law, the liability of ABB, its agents, employees, sub-contractors and suppliers towards the CUSTOMER for any form of direct damage, including, without limitation, liquidated damages, contractual penalty and any other kind of damages and/or compensation, envisaged by law and/or the Contract (including these GTCs) cannot in aggregate exceed 100% of the Price. To the greatest extent possible under mandatory provisions of applicable law, ABB shall not be required to compensate the CUSTOMER for loss of profits and/or any indirect and/or intermediate, and/or any other indirect or consequential damage, such as (without limitation) loss of sales, loss of profit, loss of contract, loss of production, loss of data, downtime or other economic or financial loss, etc. In any event, ABB shall not pay the CUSTOMER any damages that the CUSTOMER might be obligated to pay to third parties for whatsoever reason. In the case of a dispute over interpretation, the provisions of this article shall prevail over any other potentially conflicting provision contained in the Contract, including these GTCs.

9. DELIVERY SCHEDULE

9.1. Delivery dates start from the date of the latest of the following events:

- from the date of the conclusion of the Agreement between the Parties with the terms of delivery,
- from the date of receipt by ABB of the advance payment for the Order, where applicable,
- from the date of receipt by ABB of the technical data from the CUSTOMER or from third parties appointed by the CUSTOMER or from the approval of the executive plans and other plans of ABB by the CUSTOMER, where provided,
- from the date of receipt by ABB of the materials that may be required to be provided by the CUSTOMER or a third party designated by it,
- when the CUSTOMER is required to obtain permission to import the materials or to pay for them.

9.2 Delivery dates are extended if the CUSTOMER does not perform its contractual obligations on time and, in particular:

- if payments are not made on time,
- if the CUSTOMER does not provide the necessary data at the specified time before or during the processing,
- if the CUSTOMER requests changes during the processing of the Order,
- if the CUSTOMER delays the delivery of material/s before or during the processing of the Order,
- if the CUSTOMER gives a suspension order,
- if the CUSTOMER defaults or violates the Agreement or any activity.

9.3 Delivery dates are extended in the event that the performance of any stipulated obligation is prevented for any of the following reasons:

- by change/modification as provided in the respective Term,
- by an Event of Force Majeure, adverse natural conditions, obstacles, and contaminants encountered by ABB at the Work Site, including subsurface and hydrological conditions that could not reasonably have been foreseen before the date of the Contract,
- due to delay on the part of the CUSTOMER's subcontractor or other Contractor employed by the CUSTOMER,
- from delays due to customs or regulatory authorities,
- due to the occurrence of perils specified in the Contract or any other matter specifically mentioned and occurring during a period that fairly reflects the delay caused to ABB,
- due to delays in the production and/or supply of part or all the Products for reasons for which ABB is not responsible.

9.4 If delivery is not made due to events beyond ABB's control, delivery shall be deemed to have been made with all legal effects by mere notice of completion of the Supply. By the term "delivery date," the Parties mean the date of issuance of notification of shipment of the Supply to the CUSTOMER, or delivery thereof to the carrier or as provided in the Order, or by notification of delivery of products for testing.

9.5 Any resulting delays in delivery time do not modify the CUSTOMER's payment schedule. If payments are linked to compliance with milestones, the initial milestone will be used as the benchmark for payments. For the calculation of delivery dates, weeks of five (5) business days are considered, excluding holidays. The stated delivery dates are considered automatically extended in case of unforeseen events and for a period equivalent to the duration of the event itself. The CUSTOMER accepts the delivery of the ordered material even after the said date.

10. DELIVERY - PACKAGING - SHIPPING - TRANSPORTATION

ABB delivers the Supply to the CUSTOMER or to a third party designated by the CUSTOMER in good time. Otherwise, the CUSTOMER authorizes ABB to select and designate, on its behalf, a carrier, releasing ABB from any responsibility for the selection. The Supply is always transported at the expense and risk of the CUSTOMER and is not insured by ABB against risks arising from transportation, unless there is a written request from the CUSTOMER included in the Order, whereby the CUSTOMER is required to pay the relevant insurance costs. In the event that the transport (including loading - unloading) is carried out by ABB, it is carried out in the name and

on behalf of the CUSTOMER, who exclusively bears the relevant risk of damage or loss, without this exempting the CUSTOMER from the obligation to pay as agreed and ABB is released from any related liability. Liability and associated risk shall pass to the CUSTOMER from the day the Supply is delivered directly to the CUSTOMER or the carrier, even where delivery is free of freight or assembly is included, or where freight is charged by ABB. If shipment is delayed or impossible for reasons beyond ABB's responsibility, then the Supply remains in storage at the CUSTOMER's expense, risk, and responsibility. The CUSTOMER must inform ABB of the necessary shipping instructions or any other relevant measures, for which ABB, based on the Contract, is responsible to comply. Otherwise, ABB will handle the shipment at the CUSTOMER's expense, without incurring any liability. The Supply is delivered at the time and place agreed in writing. If no place of delivery is specified, it is assumed to be the manufacturing plant or ABB warehouses. It is expressly specified that the delivery time follows the schedule and payment consistency of the CUSTOMER. A delay in the time of payment of the payments results in a proportionately equal delay in the delivery of the Products, not excluding the exercise of ABB's other rights. In particular, the terms as defined in Incoterms 2022 apply. In any case and for any reason of the CUSTOMER's refusal, either to receive or to store the Supply, all costs that may arise from the above will be borne exclusively by the CUSTOMER, who will bear the sole risk of any damage or loss of the Supply against the storage time. The CUSTOMER is obliged to check the Supply and report any possible deficiencies/defects before accepting delivery from the carrier and therefore before signing the receipt document. The deviation from the usual packaging or the use of special packaging must be expressly requested by the CUSTOMER when submitting the Order. Any special packaging of the Supply Products will be subject to an additional charge on top of the sale price and will not be accepted for return. ABB uses standard packaging materials and procedures, expressly disclaiming any responsibility for defects and/or damage resulting from packaging, and which the materials may suffer during transport, due to force majeure. The invoices and any other document delivered to the CUSTOMER are deemed to be signed by a person legally authorized for this purpose, likewise if the CUSTOMER is a legal entity. Place of issuance and payment of invoices is Athens or Thessaloniki or Cyprus.

11. LIQUIDATED DAMAGES / DELAYS IN DELIVERY

Liquidated damages for delay are applicable only if expressly indicated in the Order Confirmation or otherwise offered by ABB. Where ABB, in the case of delay, is required to pay liquidated damages, such recourse shall be the sole remedy available for the CUSTOMER, thus expressly excluding reimbursement of any further damages. Liquidated damages are not due when the delay in performance is attributable to an unforeseen circumstance or to an event not related to ABB's fault. Liquidated damages shall be due only when the CUSTOMER has notified ABB by registered letter about its intention to request payment of liquidated damages and shall be payable only from the date of ABB's receipt of such notification. In any case liquidated damages cannot be claimed when not demanded within 10 (ten) days from ABB's falling into delay. The liquidated damages shall be payable at a rate of 0,05% of the Price of the part of the Supply which is in delay (excl. VAT) for each day of delay. The aggregate amount of all liquidated damages for delay are limited to the maximum amount of 5% of the total Contract Price (excl. VAT). When delay reaches such aggregate amount, the CUSTOMER and ABB will discuss new delivery schedule for delivery of the Supply. The CUSTOMER can withdraw from the Contract only once both the maximum amount of the liquidated damages under these GTCs is reached and ABB has failed to complete the Supply within the additional time contained in the revised delivery schedule.

12. INSPECTION - ACCEPTANCE

12.1 Inspections and tests during production and final inspection prior to dispatch of the Supply shall be carried out by ABB or the respective manufacturing plant. Any additional testing required by the CUSTOMER should be indicated in the order, with the applicable standards listed, and - if possible - the location of the tests. All additional tests are carried out after the express acceptance of ABB and are carried out on account and at the expense of the CUSTOMER.

12.2 Within 15 calendar days from the date of receipt of the Supply, the CUSTOMER must check them quantitatively and qualitatively for any defects/damages that could not be checked upon receipt and signing of the document to the carrier or lack of agreed properties. The CUSTOMER must inform ABB in writing within the above 15 days of any defects/damages, otherwise, the CUSTOMER loses related rights. ABB is not responsible for a lack of agreed quality if this quality existed when the contract/order was concluded but ceased to exist through no fault of its own upon physical receipt of the Supply by the CUSTOMER. The return of Supply or packaging is not accepted without the prior written consent of ABB. In this case, the returned Products/Systems are transported at the risk and expense of the CUSTOMER.

12.3 The Supply shall be deemed and presumed without exception to have been accepted by the CUSTOMER, (i) after the lapse of the above 15-day deadline, (ii) in the event that while acceptance tests have been agreed upon and they are not carried out within the agreed time for reasons for which ABB is not responsible, (iii) the CUSTOMER makes use of the Products (either part or all of them). All statutory limitation periods begin upon physical receipt of the Supply.

12.4 The Services shall be considered and deemed to have been accepted by the CUSTOMER when (i) they have been completed in accordance with the Contract and (ii) a Work Receipt Protocol has been issued or deemed to have been issued in accordance with this article. ABB may request, with prior notice to the CUSTOMER, a Receipt Protocol no earlier than 14 days before the Services, at ABB's sole discretion, are completed and can be received by the CUSTOMER. If the Works are divided into Sections, ABB may likewise request Receipt Protocols for each Section separately. The CUSTOMER, within 28 days of receipt of ABB's request: (i) issues the Receipt Protocol, indicating the date on which the works or the Part thereof were completed in accordance with the Contract, except for any minor outstandings and damages that will not materially affect their use, or (ii) rejects the request in writing and with full reasons, specifying the tasks that must be done by ABB in order to issue the Receipt Protocol. ABB will complete this work before issuing a new notice under this article. If the CUSTOMER does not issue a Receipt Protocol or rejects ABB's application within the 28-day period, or if the CUSTOMER rejects the application while the Works or Part thereof have been substantially completed in accordance with the Contract, the Receipt Protocol will be deemed to have been issued on the last day of the above deadline. The CUSTOMER will not have the right to use any part of the Works before the relevant Receipt Protocol is issued. If the CUSTOMER proceeds to use the Services without the written consent of ABB, it is considered that he has issued the Receipt Protocol on the first day of use. ABB is then released from the obligation to carry out any agreed acceptance tests.

12.5 The supervision of the progress of the Services is carried out by ABB. If the CUSTOMER requires additional supervision by a third party, without this having been previously agreed upon in writing, this additional supervision must be approved in writing by ABB and will be carried out at the CUSTOMER's expense. Simultaneously with the completion of the works, the CUSTOMER is obliged to carry out an inspection in the presence of ABB to point out any defects/malfunctions/shortcomings attributed to ABB and to sign the relevant completion-acceptance protocol and the employment sheet, entitled to include any tensions. In the case of objections, ABB is obliged, if it confirms the existence of any defects/defects/shortcomings and within a reasonable period of time to be jointly agreed with the CUSTOMER, to carry out their full restoration, upon completion of which, the CUSTOMER must redo the above-described restoration and receipt confirmation process as defined.

12.6 The successful completion of the Services is confirmed, either by signing the delivery-receipt protocol, the employment sheet, or by any other written confirmation from the CUSTOMER, at which point the relevant invoice will be issued, and the warranty per CUSTOMER of the Services is considered to have begun, as long as it is foreseen to guarantee is provided. In the cases where the signature of the above becomes impossible for reasons due to the CUSTOMER, such as indicatively mentioned: he does not come to inspect the Services provided or uses the facilities or equipment to which the Services relate without having signed the relevant delivery-receipt protocol and .a., then the Services provided will automatically be considered as fully executed, received, and unconditionally accepted by the CUSTOMER, without requiring the signature of the above delivery-receipt protocol, in which case the relevant invoice will be issued, and the warranty period will begin them if provided.

13. RETURN - ORDER CANCELLATION

13.1 Return of Supply is accepted only after prior written agreement between ABB and CUSTOMER. Within 15 days from the date of physical receipt of the Products, the CUSTOMER must inform ABB in writing of his intention to return the Supply, state the fully justified reasons and if they are accepted in writing by ABB, then determine the method of return of these. Any kind of returns and shipments of Products to ABB, are made only with transportation prepaid by the CUSTOMER via post or transport company. For all product returns - excluding those due to ABB's fault - the CUSTOMER is charged (unless otherwise agreed) with 15% of the net value of the returned material, a percentage which the CUSTOMER accepts as reasonable and fair to pay to ABB as a cost inspection and preparation of the Products.

13.2 Returns are not accepted for Products which:

- have been used in any way,
- applied to other equipment or facilities,
- have undergone disassembly by a third party other than ABB,
- are designed or manufactured with special technical characteristics or in very large quantities and for a specific Supply,
- it is outside the ABB price list found on the website <https://new.abb.com/gr/documentation-and-tools>.

13.3 Returns of Products may be accepted if they were purchased from ABB within the previous 12 months from the return and are unused, in the condition

in which they were received and in their original packaging. Product returns are accepted throughout the year except for the period from December 15 to 31. The return of Products to ABB for inspection due to a suspected manufacturing failure is only possible after prior agreement between the Parties. If no manufacturing failure or imperfection is found, but error, wear or damage caused by the fault of the CUSTOMER, the return of the Supply is not accepted. Returns of Products from ABB outside of Athens, Piraeus and Thessaloniki are only made through the agencies used by ABB on the condition that they are due to its fault, while in any other case, i.e. when they are due to the fault of the CUSTOMER, they are made with an agency of the CUSTOMER's choice, with place of delivery the warehouses of ABB SA and the costs are borne exclusively by the CUSTOMER. This article 8 refers in its entirety only to Products included in price list of the SELLER located on the website <https://new.abb.com/gr/documentation-and-tools> with indicated unit prices.

13.4. In case of cancellation or non-commencement or interruption of work for reasons not attributable to ABB, but attributable to the CUSTOMER and/or its subcontractors, it is explicitly agreed that ABB is entitled to demand compensation from the CUSTOMER for the damages suffered, such as for loss of hours, personnel travel expenses, subsistence expenses, immobilization of equipment and tools, etc., in order to cover the financial losses caused by this out-of-schedule suspension.

14. FORCE MAJEURE

14.1. Force Majeure is any event or circumstance beyond the reasonable control of the affected party, including but not limited to:

- natural disasters, earthquake, storm, volcanic activity, flood, lightning, tsunami, cyclone, tidal wave, landslide, drought, tornado, hurricane and any other natural disaster or adverse climatic or sea conditions;
- rebellion, demonstrations or disturbances, strikes and industrial disputes;
- fires and explosions, ionizing radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof, together with contamination with toxic materials or toxic waste or other hazardous effects of any toxic substance or substances acting singly or in combination;
- unavailability or shortage of materials, data, fuel, electricity and/or water;
- delay due to actions or omissions of public agencies or governmental authorities, sanctions, blockade, embargo, prohibition of export or import of materials or equipment or services and any other action or omission of actions of public agencies or governmental authorities, such as customs delay in the country;
- war and other belligerent conflicts (declared or not), invasion, hostilities, mobilization of armed forces, requisition or blockade (embargo), insurrection, terrorism, sabotage, revolution, mutiny, martial law or usurpation of power, civil war or Security Breach Event;
- closure of road, rail, air and other transport links, bridges, tunnels, ports or docks, other interruptions or delays in transport beyond the responsibility of ABB;
- any consequences of a change in law, including regulations and epidemics, pandemics and other health and safety risks.

14.2 If the fulfillment of any obligation arising from the Contract (other than the obligation to pay) is prevented, limited, delayed or otherwise adversely affected by reasons of Force Majeure, the Party whose fulfillment is affected by the event in question shall be released and not liable for the due to failure or delay in performance and is entitled to a fair adjustment of its contractual obligations, including but not limited to the extension of the completion time. Further, ABB is entitled to be compensated for any reasonable costs incurred during and as a result of the Force Majeure Event.

14.3 If one of the contracting parties considers that a Force Majeure Event has occurred, which may affect the fulfillment of its contractual obligations, it must as soon as possible, but in any case within 15 days from the date on which it became aware of the relevant event or of the circumstance, to notify the other party of: i) the event or circumstances constituting Force Majeure, ii) the contractual obligations, which are prevented and iii) the measures it intends to take, including any reasonable alternative means of fulfillment. In any event, the affected party will endeavor to continue to perform its obligations under this Agreement to the extent reasonably practicable.

14.4 If performance cannot be achieved or is prevented, restricted or delayed for more than 90 days due to Force Majeure and the parties have not agreed on a revised basis to continue the work after the end of the 90 day period, then either party may at any time after its termination and, while the Force Majeure Event still exists, to terminate the contract in writing at least 30 days before the effective date of the termination. In case of termination due to Force Majeure, ABB is entitled to receive payment for: i) work performed up to termination, ii) orders, for which ABB is obligated to take delivery, iii) other expenses reasonably incurred by ABB pending completion of work, and iv) removal costs.

14.5 Any act, event or circumstance which, regardless of whether or not actually restricts or prevents ABB from performing its obligations, and creates a situation where the continued performance of its obligations is likely to cause a significant risk to the safety or protection of its personnel or risk of loss or damage to its tools or equipment, entitle ABB to suspend, in part or in whole, the performance of any or all of its obligations under the Contract. Immediately upon becoming aware of a security incident, ABB may take appropriate measures to protect its personnel, tools and equipment, including the removal of some or all of its personnel and/or tools or equipment from the Site work and their transportation to an appropriate safe location within or outside the country. ABB informs the CUSTOMER of the security incident as soon as possible after becoming aware of it. From the date of said notice, ABB shall be entitled to be reimbursed by the CUSTOMER for all costs arising from the suspension of operations in accordance with this article, as well as for the costs of removal, relocation, relocation of personnel and/or tools or equipment, as well as the costs of implementing any other security measures reasonably necessary to protect ABB's personnel, tools or equipment. ABB is also entitled to be compensated for any additional costs arising from continuing to fulfill its obligations in such cases. All such costs shall be paid by the CUSTOMER for the duration of the security incident, regardless of any resumption or continuation of operations by ABB.

Pricing and delivery assumption:

CUSTOMER understands and agrees that ABB shall have the right to adjust its Product prices at its sole discretion at any time during the Term of any Agreement. Price and delivery are subject to adjustment from ABB side for (i) any increase in cost or (ii) delays or difficulties in the delivery of Supply arising as a result of: (a) an epidemic or contagion in the country in which the Contract is performed or in any other country where labour, goods, materials or equipment required for the performance of the contract are sourced, manufactured, assembled, exported from or travel through; or (b) controls, restrictions or other measures put in place by one or more competent authorities in response to such epidemic or contagion described above; or (c) any measures taken by ABB to prevent or mitigate any health risk. ABB shall notify the CUSTOMER of the change in the Product's price in a reasonably timely manner. The new Product prices shall take effect from the date the notice arrives at the Distributor, but not later than fourteen (14) days after ABB's issuance of such notice, and applies to orders submitted by the CUSTOMER but not confirmed in writing by ABB.

15. TECHNICAL DOCUMENTATION

All drawings and technical documentation relating to the Supply and submitted by ABB, prior or subsequent to the formation of the Contract shall remain exclusive property of the ABB (and/or its Affiliates) and can only be used for the purpose for which they were provided. It is not allowed to use such documents otherwise as stated above, to procure copies thereof, to reproduce and to disclose them to a third party without consent of ABB. In case the CUSTOMER does not approve technical documentation within deadlines provided in the delivery/time plan, or, if no deadline is provided in the delivery/time plan, within 15 days from delivery of technical documentation to the CUSTOMER, ABB reserves the right to revise the delivery terms (including Price and deadlines) and charge CUSTOMER for all costs associated with such CUSTOMER's delay. The CUSTOMER acknowledges to have been informed about the safety rules relevant for the use of Products. Except for certain specific instructions to be agreed in writing, the machines, devices and materials are compliant with IEC and/or with the sector-specific technical rules and/or current EU regulations. The weight, dimensions and illustrations of the Products provided on information-only basis correspond in essence to the technical characteristics indicated in the ABB documentation. In case of a Supply where Price is agreed with specific reference to Product weight, usage tolerances apply. ABB reserves the right to apply, at any time, such non-substantial modification to its Products, Systems or Services as it shall consider appropriate, while also informing the CUSTOMER in case these modifications may have an impact on the installation. If technical modifications proposed by the CUSTOMER to scope of ABB's Supply (as defined in ABB's Offer or in the submitted designs) are acceptable to ABB, the Parties must agree in writing both on possible variations and modification to the Price as well as to the previously agreed delivery date. The proposed modifications do not affect the validity of the Contract.

16. TESTS

16.1 If acceptance tests of the completed Services are agreed upon, they should be conducted within the specified dates. The CUSTOMER is obligated to provide necessary support staff and consumables (free of charge) required for these tests. The CUSTOMER has the right and duty to give timely notice of their intention to attend, at their own expense, the routine tests of the materials at ABB's factories. In this case, ABB will notify the CUSTOMER within a reasonable period of the test date. If the CUSTOMER is not present on this date, the tests will still be carried out, and the results communicated to them.

16.2 In cases where the CUSTOMER requests and ABB accepts additional unscheduled tests, these shall be at the CUSTOMER's expense. Within 30 days after the completion of the works by ABB, the CUSTOMER, if agreed upon, may request the control of the materials at its facilities or the installation site to verify their normal operation. In this case, all related costs, including travel, labor, and transportation of inspectors, will be borne by the CUSTOMER. Such tests are carried out at the risk and responsibility of the CUSTOMER, who must also ensure the full safety of the workplace, as required by Article 26 (Activities at the Customer's premises - Safety at Work) below. Upon successful completion of the tests or after the specified time during which the CUSTOMER may request tests has elapsed, the service is deemed to have been accepted by the CUSTOMER. If, during these tests, it is observed that the service does not comply with the Contract, ABB shall remedy the deficiencies as soon as possible. The repair of such defects is the only remedy and compensation that ABB is obliged to implement.

17. ASSEMBLY

The installation of the devices, the assembly of the components and, in general, the provision of the Service is carried out at the Customer's expense and care. At the request of the Customer, the installation can be ordered from ABB at the prices established on the date of the request. The Customer must prepare the necessary works and connections in time and provide all necessary connections and preparations, including the security of the premises, where the installation will take place.

18. WARRANTY – CLAIMS

ABB guarantees that the Supply complies with the Contract and will be free from defects during the warranty period. The warranty expires automatically at the end of the specified time, even if the Supply has not been put into use for any reason. ABB will promptly repair or replace, at its expense, any defective part of the Supply at its facilities during the warranty period, provided that the malfunction was not caused by: assembly errors by the CUSTOMER or third parties, improper operation, improper storage or maintenance of the supply, normal wear and tear, lack of experience or negligence by the CUSTOMER or persons employed by the CUSTOMER, improper transportation and storage, failure of the CUSTOMER to take measures to address potential malfunctions, overload beyond contractual limits, unauthorized or inappropriate intervention, actions caused by the CUSTOMER or actions beyond ABB's control, force majeure. In addition to the warranties provided in these General Terms and the Contract, no other consequential or legal warranty applies to the Products, Systems, and/or Services provided by ABB. Repair or replacement will be carried out by ABB only if the CUSTOMER has fulfilled all its obligations until that date. The CUSTOMER cannot, under any circumstances, suspend the execution of its contractual obligations because it invokes the warranty. The Parties will agree on a reasonable time frame for the repair or replacement of the defective Supply. Any part of the Supply replaced by ABB becomes ABB's property. The CUSTOMER will provide, at its own expense, access to the Products/Systems for the restoration and reinstallation required for repair or replacement. If the CUSTOMER has notified ABB and no defects for which ABB is responsible have been found, ABB is entitled to seek compensation for expenses incurred due to unfounded defect notifications. Unless otherwise agreed, the maximum warranty period is 24 months from the delivery of the Supply, even if the Supply has not been put into use. To determine the warranty period, if delivery of the Supply was not possible due to reasons attributable to the CUSTOMER, ABB reserves the right to consider the dispatch of the written delivery notice of the Supply to the CUSTOMER as delivery of the Supply. Any claim for the Supply or any part thereof that does not comply with the specifications or contractual documentation must be submitted in writing within the maximum period of 8 days from delivery. In the case of Services, this period is 30 days from the provision of the disputed Service. For replaced parts of the Supply or parts of the Supply subjected to substantial repairs, the same warranty terms apply as those for the original supply. For the remaining parts of the Supply, the warranty period will only be extended for the period during which the Supply was out of operation due to the defect. In any case, all warranty periods expire within the next 24 months from the delivery of the Supply. In the case of hidden defects or lack of agreed properties, the limitation periods for claims, pursuant to Articles 554 and 555 of the Greek Civil Code, begin from the delivery to the CUSTOMER and expire after two years. Claims are not accepted after the warranty period has expired, including any claims for hidden defects. When the claim is submitted in a timely manner and is justified, ABB's obligation is limited to repairing or replacing defective Products or redefining defective Services, excluding any right of the CUSTOMER to demand termination of the Contract. In the case of spare parts provision, ABB reserves the right to provide material either from the original supplier or from a supplier equivalent to the original supplier.

19. SUSPENSION OF CONTRACT

CUSTOMER may exceptionally and for objective reasons suspend the performance of Contract in whole or in part by written notice to ABB. Upon receipt of such notice, ABB shall immediately suspend performance of the Contract and notify CUSTOMER of any relevant impacts the suspension may have. CUSTOMER shall pay ABB for Supply delivered/performed until suspension and for any ABB's costs incurred as a consequence of the suspension. The schedule of the Contract will be extended accordingly, as agreed in writing between the Parties. If the suspension exceeds 90 calendar days, ABB is entitled to terminate the Contract by notice in writing to the CUSTOMER.

20. TERMINATION WITH IMMEDIATE EFFECT

ABB may terminate the Contract with immediate effect upon the occurrence of any of the following events:

- CUSTOMER's failure to meet its payment obligations under the terms provided in Article 5 ("Prices"), or variations thereof agreed between the Parties;
- non-compliance with Article 23 ("Intellectual Property Rights");
- failure to abide by the limitations and obligations provided in Article 24 ("Geo-political and Shortages Environment");
- non-compliance of the CUSTOMER with Article 25 ("Export control");
- non-compliance with Article 26 ("Activities at CUSTOMER's premises - Safety at work") and the provisions in matters of occupational health, safety and hygiene, and environmental protection;
- non-compliance with Article 33 ("Annexes");
- change of control over the CUSTOMER;
- force majeure event lasting for more than 90 days;
- suspension of the Contract lasting for more than 90 days.

ABB shall notify the CUSTOMER of Contract termination by written notification sent by registered mail with confirmation of receipt. The termination of the Contract will be effective from the date of CUSTOMER's receipt of such notice of termination. In the case of termination, the CUSTOMER shall return to ABB all proprietary documents/materials received in connection with the Contract, including but not limited to designs, drawings and technical documentation owned by the latter, with no right to indemnity or compensation of any kind.

21. TERMINATION OF CONTRACT

Each Party is entitled to terminate the Contract in case of other Party's material breach of provisions of this Contract, and provided that the breaching Party did not correct the breach within 30 (thirty) days after the non-breaching Party notified the breaching Party of the breach in writing. If the breach is not cured within this deadline, the non-breaching Party will terminate the Contract immediately by delivering written notice of termination to the breaching Party, effective on the date of the notice. However, the CUSTOMER will not be entitled to terminate the Contract if ABB has, in good faith, started to cure the breach (or non-compliance) prior to the expiry of the 30-day deadline and has not managed to finish curing the breach prior to the expiry of the 30-day deadline for reasons not attributable to ABB's fault.

22. DATA PRIVACY

22.1. The parties recognize the right to privacy as a human right, as well as the fundamental principles concerning the processing of personal data, such as lawfulness, fairness and transparency, purpose limitation, data minimization, accuracy, limitation of storage, integrity, confidentiality and accountability, and commit and cooperate in good faith to ensure compliance with such rights and principles, as well as privacy and data protection laws.

22.2. If the cooperation between the parties involves the processing of personal data by one of the parties on behalf of the other, the parties shall sign a Data Processing Agreement prior to such processing.

22.3. In the event of an international transfer of personal data, the parties agree and apply in advance the appropriate legal transfer mechanism, such as EU Standard Contractual Clauses, unless both parties agree that this is not legally required, taking into account all the circumstances, including, among others, the countries of origin and destination and the relevant data.

22.4. If the cooperation between the parties involves personal data, and there is no adequate legal protection of such in the particular jurisdiction, or when special laws require contracts or provisions different from those specified above, the parties shall negotiate amicably and in good faith additional provisions to satisfy the said due to requirements and to provide personal data with adequate protection.

22.5 ABB and the CUSTOMER acknowledge that protection of Personal Data is of great importance. If the CUSTOMER is to transfer Personal Data to ABB, ABB will comply with all applicable laws and regulations for the protection of Personal Data. Similarly, the CUSTOMER will comply with all applicable laws and regulations for the protection of Personal Data received from ABB in the context of each order/proposal, while it is possible that the conclusion of additional data processing and protection agreements will be required. Additional data processing agreements will bind any subsidiaries, contractors, subcontractors, partners, personnel of ABB.

22.6 ABB and the CUSTOMER do not acquire rights to the information or data that may be disclosed or communicated to them during the conclusion

or during the agreement/order/offer directly or indirectly, in the context of the execution of its object or on the occasion thereof, including, but not limited to, data or information covered by professional, commercial or other confidential or competitively sensitive material (hereinafter "Confidential Information"). After the termination or termination of the professional cooperation for any reason, ABB and the CUSTOMER must hand over all Confidential Information in their possession.

(i) Subject to applicable Greek law, ABB and the CUSTOMER shall:

- maintain the confidentiality of the Confidential Information, exercise confidentiality and at least the same diligence as they exercise in maintaining the confidentiality of their own Confidential Information, and not disclose such Confidential Information to third parties without the prior written consent of on the other hand, with the exception of their competent employees, executives, consultants, assistants and assistants, to whom they may disclose them only to the extent that this is necessary for the proper fulfillment of their contractual obligations,
- to ensure that their employees, executives, consultants, assistants, and assistants are aware of the confidential or confidential nature of the Confidential Information as the case may be and strictly comply with the obligations herein, being responsible for any violation that may occur by the persons that's all,
- not to alter or remove any identification, intellectual and/or industrial property or ownership marks or insignia that identify the owner of the Confidential Information and
- to notify the other party immediately and in writing regarding incidents that come to their knowledge and are related to possession, use or knowledge of Confidential Information, by any person other than those entitled hereunder.

(ii) The above obligation of confidentiality and the prohibition of disclosure herein does not concern information or data identical or similar to the Confidential Information, which:

- were in legal possession before their notification and this is proven in writing,
- are subsequently provided by third parties for the purposes of this paragraph, (Affiliated Companies are not considered third parties) without any obligation of confidentiality vis-à-vis third parties,
- their disclosure is made pursuant to a statutory or regulatory provision or a binding court order.

For more information at the webpage <https://new.abb.com/privacy-notice/el/customer/greece>.

22.7 In any case, the management of any information and data disclosed for the purposes of the execution of the order/offer will be in accordance with the applicable legislation and mainly with Regulation (EU) 2016/679 on the protection of personal data of natural persons (GDPR), with which ABB and the CUSTOMER are in full compliance and the specific regulatory framework for its application, as well as the relevant decisions, directives and regulatory acts of the Personal Data Protection Authority, as applicable from time to time.

22.8 The CUSTOMER agrees that it will not withhold or delay giving its consent to any changes to this article that are necessary to comply with applicable data protection laws and regulations and/or with the instructions and orders from any competent supervisory authority as well as their implementation from time to time during the execution of the order, and agrees that the implementation of any such change will not incur additional costs to ABB.

22.9 The obligations and prohibitions provided for in this article continue to apply to ABB and the CUSTOMER even after the termination for any reason or the dissolution or termination of the cooperation and for a period of five (5) years.

23. INTELLECTUAL PROPERTY RIGHTS

The Parties do not grant each other the right to exploit their brands, commercial names, or other denominations (or those of their respective Affiliates) in any type of publication, including advertising, without the prior written consent of the other proprietor Party. Ownership in Intellectual Property Right in Products, Systems, Services and/or all software is not affected by the Contract and remains with ABB or respective third parties, even if developed specifically for CUSTOMER's use. CUSTOMER acknowledges ABB's ownership of all trademarks, trade names, and other intellectual property whether or not registered on a governmental register, relating to any and all of the Products. CUSTOMER shall maintain the patent and trademark notices applied by ABB to the Products and shall not use any other trademark or trade name, registered or unregistered, in association with any or all of the Products without ABB's prior, specific written consent. CUSTOMER shall not use ABB's name and/or trademarks without the prior, specific written consent of ABB. Upon termination of this Agreement, CUSTOMER shall remove all reference to ABB from its letterheads, advertising literature and place of business, and shall not thereafter use those or any similar name or trademark. Each Party grants the other only the Intellectual Property Rights licenses and related rights expressly specified in the Contract. Unless provided otherwise in the individual Contract, ABB grants the CUSTOMER with the non-exclusive

and non-transferable license to use the ABB software applicable to the Supply only in relation and for the purpose of the Contract, in an unaltered form and on agreed appliances, subject to a special remuneration (depending on software type) and subject to the following conditions: (i) the software may be used only in conjunction with equipment specified by ABB; (ii) the software shall be kept strictly confidential; (iii) the software shall not be copied, reverse engineered, or modified; (iv) the CUSTOMER's right to use the software shall terminate immediately when the specified equipment is no longer used by the CUSTOMER or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the software are non-exclusive and non-transferable, except with ABB's prior written consent.

Nothing in the Contract shall be deemed to convey to CUSTOMER any title to or ownership in the software or the Intellectual Property contained therein in whole or in part, nor to designate the software a "work made for hire", nor to confer upon any person who is not a named party to the Contract any right or remedy under or by reason of the Contract. In the event of termination of the license, CUSTOMER shall immediately cease using the software and, without retaining any copies, notes or excerpts thereof, return to ABB the software and all copies thereof and shall remove all machine-readable software from all of CUSTOMER's storage media.

If a third party asserts a copyright, patent or trademark infringement claim ("Intellectual Property Infringement Claim") against CUSTOMER alleging infringement on the Supply or part thereof, as sold and delivered by ABB to CUSTOMER under the Contract, then ABB will defend against or settle such claim for CUSTOMER and pay amounts finally awarded by a court against CUSTOMER or included in any settlement approved by ABB, provided that CUSTOMER: (a) promptly notifies ABB in writing of the claim, (b) allows ABB to control such defense or settlement, including, without limitation, any mitigation efforts; (c) does not make any admission of liability, agreement or compromise in relation to such claim, (d) take such action as ABB may reasonably request to avoid, dispute, compromise or defend such claims, and (e) reasonably cooperates with ABB and its legal counsel or other advisors in the defense, settlement, and any mitigation efforts, at ABB's expense. If any such claim for infringement of intellectual property is brought against CUSTOMER arising from the Supply, as delivered by ABB, ABB shall have the right, but not the obligation (at no additional cost to CUSTOMER) to: (a) modify or replace the Supply; (b) obtain a license with respect to the applicable third-party intellectual property rights; (c) discontinue any sale of the Supply; (d) or terminate the Contract. Notwithstanding the above, ABB shall have no obligation to defend or settle any claim that is based on: (a) any content or combinations of CUSTOMER content with ABB's content, specifications, designs, or other requirements from CUSTOMER or its Affiliates; (b) any changes made, or combinations used after ABB's delivery of the Supply to CUSTOMER or its Affiliates; (c) use of Supply contrary to ABB's instructions; (d) any intellectual property issued after the effective date of the Contract; (e) any action by CUSTOMER or its Affiliates to settle, defend, mitigate such claims without express written direction from ABB; or (f) any continued use of the Supply after ABB has notified CUSTOMER or its Affiliates to discontinue use of the Supply as part of any settlement or mitigation actions. Notwithstanding anything to the contrary anywhere in the Contract/GTCs, ABB's obligation addressed in the above terms in this clause: (a) shall be subject to all limitation of liabilities or maximum liabilities that may be set forth in other clauses of the Contract/GTCs, regardless of any exclusions addressed elsewhere; and (b) are ABB's exclusive obligation with regards to intellectual property infringement, and any other conflicting terms or terms addressing intellectual property infringement (including, without limitation, any statutory warranties, ABB representations, warranties or indemnifications) are not applicable.

To the extent an Intellectual Property Infringement Claim is brought against ABB or its Affiliates based on CUSTOMER's or CUSTOMER Affiliates' (a) designs, specifications or required changes to ABB standard Supply, (b) modifications made to the Supply or parts thereof, or (c) combinations used with the Supply or part thereof, the CUSTOMER will defend and settle all such claims in the same manner as ABB's obligations addressed in the preceding paragraph. All data, information, documents, as well as the Intellectual Property Rights whether registered or not (hereinafter collectively indicated as the "Documentation"), in whatever form transmitted, remain the sole and exclusive property of ABB and if supplied to the CUSTOMER, Documentation shall only be used to the extent necessary for performance of the Contract. The CUSTOMER shall not use the Documentation received for reasons other than those foreseen under the Contract; the CUSTOMER shall not communicate to third parties, reproduce, or license the Documentation received without the explicit prior written authorization of ABB. The CUSTOMER shall return the Documentation received to ABB along with all copies (if any) upon simple request from ABB whenever the said Documentation is no longer necessary for the performance of the Contract and/or of for the use of the Supply, except as otherwise agreed by the Parties. If the CUSTOMER is granted written permission from ABB and intends to use the Documentation in order to incorporate the Supply in other products/documents, the CUSTOMER shall be responsible to ensure that in the use to be made thereof, the Intellectual Property Rights of ABB and/or third parties are not breached and exclusively assumes full liability for the

consequences deriving from any possible violations, keeping ABB fully indemnified from any and all kind of liability. In any case, if the Contract is executed by ABB based on the CUSTOMER's specific technical documentation, ABB assumes no liability for any possible violation of the Intellectual Property Rights of third parties and the CUSTOMER shall keep ABB fully indemnified from any and all kind of liability.

24. GEO-POLITICAL AND SHORTAGES ENVIRONMENT

The Parties are aware of the challenges related to outbreaks, epidemics, war (declared or undeclared), government regulations and acts of governmental authorities (including sanctions), civil unrest, and general shortages of electronic components and elements, market volatility, availability and cost of raw materials, commodities, as well as the shortage and market fluctuation of logistic/transportation availability, costs and capacities that may impact the normal business activity and cost of performance, the delivery schedule(s)/dates and/or the execution of the scope or performance of work, the impacts of which are currently unknown. Notwithstanding anything in the specific contract to the contrary, if as a result of any of the above aforementioned events, the costs of ABB's performance increase or ABB's performance obligations are materially adversely affected or delayed, the Parties in the spirit of cooperation, will work together in good faith and within a reasonable time after the invocation of this clause, to negotiate alternative contractual terms in terms of equitable adjustments to delivery schedules/dates, pricing and/or possible reductions of the contractually owed quantity of the Supply to be delivered to the CUSTOMER. The aforementioned shall be performed with a view to employing reasonable efforts to ensure that the Contract can be at least fulfilled in part. Each Party waives any claim against the other Party either for direct damages and/or loss of profits and/or indirect and/or intermediate and/or consequential damages, penalties and/or liquidated damages arising from or anyhow connected with any of the challenges listed above. If any dispute or difference arises between the Parties, the Parties hereto shall endeavor to settle such dispute amicably. Any Contract, Order acceptance or Order Confirmation by ABB is entered into and made subject and conditioned to the above terms, which the Parties recognize as fundamental conditions of any such agreement within the Parties.

25. EXPORT CONTROL

Some of the Products supplied by ABB are subject to export control regulations. For this reason, ABB's written consent is always required, in any case where the CUSTOMER directly or indirectly exports ABB Products. The CUSTOMER is solely responsible for compliance with this condition and bears the sole responsibility (criminal and civil) in case of violation, not excluding the payment of compensation to ABB. The CUSTOMER shall comply with all legislation applicable to the trade and export of Supply and technologies, including sanctions. Export control laws and regulations regarding sanctions include any applicable laws, regulations or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including but not limited to:

- (i) import, export, re-export, transfer or transshipment of goods, services, technology or software;
- (ii) financing, investing directly or indirectly transacting or doing business with certain countries, territories, regions, governments, projects or specifically designated persons or entities, including any future amendments to these provisions; or
- (iii) any other laws, regulations, administrative or regulatory decisions or guidelines adopted, maintained, or enforced by any Sanctioning Agency on or after the date of acceptance of the offer or the conclusion of the contract (collectively: "Trade Control Laws"). The CUSTOMER also declares and guarantees that the purchased products and services are for civilian use only.

The CUSTOMER must not sell, or forward goods provided as part of ABB's Supply to countries where ABB prohibits sales and/or delivery, as indicated in the Contract or otherwise communicated to the CUSTOMER. The CUSTOMER undertakes not to directly or indirectly sell, export, re-export, release, transfer or otherwise transfer any items received from ABB to any Sanctioned Party or party operating, or whose end use will be, in the jurisdiction/ regions/countries/areas where ABB has banned business including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as Donetsk, Luhansk, Kherson and Zaporizhzhia regions of Ukraine (this list may be changed by ABB in at any time). The supply of Supply or parts thereof for export is possible only after ABB receives the necessary statement regarding end-use of the Supply.

ABB reserves the right to withdraw the Offer(s) and/or refrain from performing existing Order(s) and/or terminate the relevant Contract(s):

- if ABB does not receive signed CUSTOMER End-Use Certificate before the Order is placed or together with the Order; or
- if ABB does not receive a CUSTOMER End-Use Certificate of non-nuclear or military end-use of the Supply; or

- if the CUSTOMER End-Use Certificate of the Products is unclear, if it is not possible to determine who the End-User is and what the End Use is from the submitted End Use Certificate; ,
- in case of violation of the aforementioned provisions on import control, especially with regard to sanctions and Sanctioned Parties and other provisions related to Trade Control Laws.

26. ACTIVITIES AT CUSTOMER'S PREMISES - SAFETY AT WORK

CUSTOMER is responsible for taking care of all necessary precautions regarding occupational health and safety (OHS). In case ABB observes dangerous situation in terms of OHS, it has the right to stop or suspend works until site is safe from OHS point of view. ABB has the right to charge separately this idle time expenses (such as waiting time and additional trips) to the CUSTOMER. In case any personal safety risk or OHS risk occurs for travel or work at site, ABB keeps the right to withdraw from all commitments outlined in the Offer/Contract and/or not to send ABB employee to site or not to execute in entirety or partly site works. Such case shall not be considered as breach of Contract. In case of termination of the Contract due to OHS concerns, the CUSTOMER accepts that ABB has no responsibility or liability for any damages. In the case of activities at CUSTOMER's premises, the CUSTOMER is required to provide to ABB with all the following:

- the full safety of the plant at CUSTOMER's premises and/or of the CUSTOMER site at which ABB activities are to be undertaken;
- free access, sufficient space as well as, in general, whatever may be necessary and possible, so that ABB may perform its duties, and (including in particular, but without limitation) the supply of electrical power and the availability of lifting equipment for the use of the equipment necessary for the execution of the activities at CUSTOMER's premises.

The CUSTOMER shall also give ABB prior notice of all the risks present in the work area and implement and guarantee all related and necessary prevention and protection measures and the emergency plans, so that ABB personnel is not exposed to the aforementioned risks and dangers and so that health and safety at work is adequately safeguarded. The CUSTOMER shall notify ABB in writing, in the name of its Safety Manager responsible for the activities to be undertaken and responsible to meet the ABB personnel before the beginning of the operations, of all the safety rules and regulations pertaining to the working environment. In the interest of both Parties and in order to provide safe working conditions, before activity begins, the CUSTOMER must provide ABB personnel with all information regarding the CUSTOMER and the safety conditions in the areas of the plant where they are to work. ABB personnel may refuse to begin the activities until they are adequately informed on the safety conditions. In any case, it is the CUSTOMER's duty to prevent ABB personnel from accessing the CUSTOMER's site and the relative plant until full completion of all the operations intended to assure the absolute safety of work on the plant or part of the plant involved in the operations. ABB operations shall always be performed with the continuing assistance of the CUSTOMER's expert personnel and with the use of all protection devices, including special equipment suitable for safeguarding health and safety. In the case of accident or injury to ABB personnel, the CUSTOMER shall grant ABB free access to the accident site to ascertain the relevant cause(s).

27. GOVERNING LAW AND JURISDICTION

Any dispute arising in the future from the respective sales contract, offer, order, invoice/shipping note or in relation to these General Terms and Conditions between the SELLER and ABB will be submitted to the exclusive jurisdiction and competence of the Courts of Athens or Thessaloniki and will be resolved according to Greek law.

28. ASSIGNMENT

The Contract binds and applies to the general legal successors of ABB and the CUSTOMER. However, the CUSTOMER may not assign or transfer the Contract or any of its rights and obligations hereunder in whole or in part, directly or indirectly, without the prior written consent of ABB. ABB may assign or transfer its rights and obligations to another ABB Affiliate.

29. NOTICES

All notices, requests, demands and other communications under the Contract shall be in writing and shall be deemed to have been duly given (i) if delivered by hand and receipted for by the Party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with confirmation of receipt, or (iii) e-mailed to the responsible person of the other Party.

30. SEVERABILITY AND AMENDMENTS

If parts or certain clauses of the present GTCs or those of the Contract are held to be invalid or otherwise unenforceable, the remainder or the other clauses of the GTCs and/or Contract shall still apply, as unamended, and Parties shall replace the invalid and unenforceable parts with such valid and enforceable provisions which are as near as possible to their common business intention. Any amendment to the Contract must be in written form.

The Contract (incorporating these GTCs), and any documents incorporated into an Order Confirmation or other agreement (including by reference) constitute the entire agreement between the Parties and replace any prior agreement (written or verbal, express or implied,) between them with regard to its subject.

31. WAIVER AND RELATIONSHIP OF THE PARTIES

Any omission or delay by either Party in the course of exercising the rights arising from the Contract may not be construed as a waiver of any right and exercising specific rights arising from the Contract or exercising these rights in part does not exclude any further exercising of rights or exercising such rights in a different manner or exercising any other possible rights.

Each Party acts as an independent contractor and nothing in these GTCs or the Contract shall render the Party an employee, agent or partner of the other Party and the Party shall not hold itself out as such.

More specific, subject to the terms and conditions hereof, any Distributor appointed by ABB is a non-exclusive authorized Distributor for the ABB business line product authorizations. ABB reserves the right to appoint additional Distributors in any market area (including, at ABB's discretion, in the Distributor's Territory) and to sell Products directly and indirectly to any Customer within the Distributor's Territory without compensation to the Distributor. The relationship between the Distributor and ABB is that of buyer and seller, and the Distributor is in no way the legal representative, agent or employee of ABB and has no authority to assume or create any obligation on behalf of ABB with respect to Products or otherwise. The Distributor shall conduct its business as an independent contractor and persons employed in the conduct of such business shall be deemed employees or agents of Distributor and not of ABB. The Distributor is not authorized to assume or place any obligations or responsibilities on behalf of ABB, or to in any way be binding on the ABB, or to enter into any contract on behalf of ABB, to receive any amount due from ABB, or warrant the products the ABBs' provisions, or to accept notice of the response given by a Court to ABB.

32. BUSINESS ETHICS

ABB has adopted a Code of Conduct and a Supplier Code of Conduct, both of which are available on the website www.abb.gr. Therefore, Contractors, CUSTOMERs, Suppliers, Consultants who work with the CUSTOMER, commit to observe and respect the high ethical standards set for him. Any violation of these policies described in the above Codes will be considered a serious breach of the Agreement and will result in the termination of the cooperation and taking appropriate measures, including termination of the agreement. Therefore, in the process of doing business with ABB, the CUSTOMER is required to familiarize himself with it and act according to the highest ethical standards. The CUSTOMER warrants that he has not made, directly or indirectly, and any other persons he knows have made, directly or indirectly, any payment, gift or other promise to customers, partners, government officials, agents, directors and employees of ABB or any other third party in a manner contrary to applicable laws (including, but not limited to, the US Anti-Bribery Act Foreign Corrupt Practices and, where applicable, legislation implementing the OECD Convention Combating Bribery of Foreign Officials) and will comply with all relevant laws, regulations, ordinances and rules relating to bribery and corruption. A breach of the obligations contained in this Article may be considered by ABB to be a material breach of the Agreement and justify ABB to terminate the Agreement with immediate effect and without prior notice, without prejudice to any other legal right or remedy on the part of ABB in accordance with this Agreement or applicable law. CUSTOMER shall indemnify ABB against any liability, damage, cost or expense arising from any breach of the above obligations and termination of the Agreement. CUSTOMER confirms that it has received a copy of the ABB Code of Conduct and the Supplier Code of Conduct or has been provided with information on how to access it online. The CUSTOMER agrees to perform its contractual obligations based on principles of ethical behavior that are substantially similar. ABB has established the following reporting channels where the CUSTOMER and its employees may report suspected violations of applicable laws, policies or standards of conduct:

Tel.: +39 800715064 (Free phone number)

Webportal:

<https://abb.caseiq.app/portal>

Address: ABB Ltd, Legal and Integrity, Affolternstrasse 44 8050 Zürich Switzerland.

CUSTOMER will comply with all Applicable Integrity Laws in connection with the Agreement. The CUSTOMER will also ensure that its employees, officers, directors, partners or third parties who are any other persons involved in any way under the Contract undertake to comply with all Applicable Integrity Laws and the requirements set forth in the Convention. CUSTOMER warrants that it has not violated, will not violate, and will not cause ABB to violate any Applicable Integrity Law in connection with this Agreement. CUSTOMER represents and warrants that, to the best of its knowledge, as of the date of these Terms, neither it nor any of its directors or officers are subject to restrictions. The CUSTOMER

undertakes to immediately notify ABB in the event that it becomes a Restricted Party. In the event that, as a result of i) Trade Control Laws issued or amended after the date of this Agreement, ii) the designation of the Customer as a Restricted Person, or iii) the failure to grant any necessary export license or authorization by a Sanctioning Body, in which case the performance of the obligations by ABB or partners or third parties that may be involved in any way under the Contract becomes illegal or impossible, then ABB will notify the CUSTOMER in writing, as soon as possible, of the impossibility of execution. Once the CUSTOMER receives such notice, ABB is entitled to either immediately suspend the performance of the relevant obligation arising from the Agreement, until ABB can legally fulfill said obligation, or to unilaterally terminate the Agreement in whole or in part from the date specified in such written notice or at any later date. ABB shall not be liable to the CUSTOMER for any costs, expenses or damages related to said suspension or termination of the Agreement. The Customer declares that the Products are intended for civil/civilian use only. CUSTOMER further represents that it will not sell, export, re-export, dispose of or otherwise transfer any items received from ABB to any Restricted Persons or who operate or have their final destination in an area prohibited by ABB. CUSTOMER further represents and warrants that the Products and/or Services provided pursuant to this Agreement will not be installed, used or applied in connection with (i) the design, production, use or stockpiling of chemical, biological or nuclear weapons; or their delivery systems, (ii) in any military applications, or (iii) for the operation of any nuclear facilities, including, but not limited to, nuclear power generation facilities, nuclear fuel manufacturing facilities, uranium enrichment facilities, spent nuclear fuel storage facilities and research reactors, without the prior written consent of ABB.

If you are an End CUSTOMER, consider Appendix I and V as an essential and integral part of ABB's general terms of contract. If you are a Sales Channel Partner, consider Appendix II and V as an essential and integral part of these ABB General Terms and Conditions.

33. INTEGRITY CLAUSES

33.A Sale of Goods/Services to Direct Customers (excluding Sales Channel Contracts)

Applicable Integrity Laws means:

(i) Anti-bribery and anti-corruption laws: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively "Anti-Bribery & Corruption Laws"); and

(ii) Sanctions and trade control laws and regulations: any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Agreement (collectively, "Trade Control Laws"); and

(iii) Human rights and anti-modern slavery laws: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations (collectively, "Human Rights Laws").

Sanctions Agency means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

Restricted Person means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

1. Both Parties will comply with all Applicable Integrity Laws in connection with this Agreement. Both Parties shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Agreement shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Clause in connection with this Agreement. Both Parties confirm that they have not

violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with this Agreement.

2. Each Party represents and warrants that, to the best of its knowledge, at the date of this Agreement neither it, nor any of their respective directors or officers are a Restricted Party. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Party.

3. If, as a result of Trade Control Laws issued or amended after the date of this Agreement, (i) the Company becomes a Restricted Party, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or by any affiliates or third parties engaged in any manner in relation to the Agreement becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to the Company of its inability to perform or fulfill such obligations. Once such notice has been received by the Company, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the Agreement until such time as ABB may lawfully discharge such obligation or unilaterally terminate the Agreement in whole or in part from the date specified in the said written notice or from any subsequent date thereafter. ABB will not be liable to the Company for any costs, expenses or damages associated with such suspension or termination of the Agreement.

4. In the event of suspension or termination as set out in Clause [3] above, ABB shall be entitled to payment as set out in [Clause[●]] of this Agreement and any reasonable associated costs necessarily incurred by ABB in regard to such suspension or termination including, but not limited to, all reasonable costs associated with suspending or terminating any subcontract placed or committed for goods or services in connection with this Agreement.

5. ABB goods, services, and/or technology may be subject to foreign trade restrictions, including dual-use trade controls. The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export of ABB Products and/or Services. Products, services, and/or technology that originate in the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities.

6. The Company represents that it is the ultimate end recipient of any items provided under this Agreement, that the items are for civil use only. The Company further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). The Company further represents and warrants that the [Products and/or Services] provided under this Agreement shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.

7. For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

8. Company shall immediately notify ABB in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, the ABB Code of Conduct, or this Integrity Appendix by either the Company, its affiliated parties or any third parties engaged by Company in relation to the Agreement. In the event of such notification or if ABB otherwise has reason to believe that a potential or actual breach has occurred, Company agrees to cooperate in good faith with any audit, inquiries, or investigation which ABB deems necessary. During such audit, inquiries or investigation, ABB may suspend performance of its obligations until such time as ABB has received confirmation to its satisfaction that no breach has occurred or will occur. ABB shall not be liable to Company for any claim, losses or damages whatsoever related to its decision to suspend or terminate performance of its obligations under this provision.

9. Notwithstanding the foregoing or any other provision in the Agreement, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the ABB Code of Conduct or this Integrity Appendix, ABB shall, subject to mandatory provisions of Applicable Law, have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Company for any claim, losses or damages whatsoever related to its decision to terminate performance of its obligations under this provision. Further, Company shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or

termination of the Agreement. ABB may report such violations to relevant authorities as required by Applicable Integrity Laws.

33.B Channel Partner Agreement – Between ABB & Channel Partner

1. Terms. For the purposes of this Integrity Appendix, the Parties agree to apply the following definitions:

1.1. Applicable Integrity Laws means:

(i) Anti-bribery and anti-corruption laws: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively "Anti-Bribery & Corruption Laws");

(ii) Sanctions and trade control laws and regulations: any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Agreement (collectively, "Trade Control Laws"); and

(iii) Human rights and anti-modern slavery laws and international frameworks: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, including but not limited to anti-human trafficking, anti-modern slavery, anti-forced labor, and anti-child labor laws and regulations (collectively, "Human Rights Laws").

1.2. Sanctions Agency means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws and has jurisdiction over the Agreement including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

1.3. Restricted Person means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

2. Parties' obligations. Both Parties hereby represent, warrant, and agree that they are knowledgeable as to, and will comply with, all Applicable Integrity Laws in connection with this Agreement. Both Parties shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Agreement shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Integrity Appendix in connection with this Agreement. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with this Agreement. It is the intent of the Parties that no payments or transfers of value shall be made that have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business. Further, for the avoidance of doubt, no provision of this Integrity Appendix or this Agreement shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

3. Channel Partner obligations. Channel Partner hereby represents, warrants, and agrees that:

3.1. Notwithstanding anything in this Agreement to the contrary, no amounts otherwise payable to Channel Partner under this Agreement shall be due and payable if and to the extent such are prohibited, restricted, or limited by Applicable Integrity Laws.

3.2. Channel Partner has reviewed and understands ABB's Code of Conduct (available online at on-line at ABB Code of Conduct — ABB Group (global.abb) and other relevant Integrity-related ABB procedures that may be made available by ABB to Channel Partner from time to time.

3.3. Channel Partner acknowledges that it will be subject to ABB's ongoing due diligence and compliance monitoring processes. Channel Partner shall inform ABB in a timely manner of any material changes to information previously provided in connection with ABB's due diligence processes and shall provide ABB with any additional information on or certifications of compliance required upon request.

3.4. Channel Partner shall, upon ABB's reasonable request, make available its employees, officers, directors, affiliates or third parties for ABB approved integrity-related training.

3.5. If, as a result of Trade Control Laws, the performance by ABB of any of its obligations hereunder becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to the Channel Partner of its inability to perform or fulfill such obligations. Once such notice has been received by the Channel Partner, ABB shall, subject to mandatory provisions of Applicable Law, be entitled to either immediately suspend the performance of the affected obligation under the Agreement until such time as ABB may lawfully discharge such obligation or shall have the right to immediately terminate this Agreement by notice in writing from the date specified in the said written notice. ABB will not be liable to the Channel Partner for any costs, expenses or damages associated with such suspension or termination of the Agreement.

3.6. ABB goods, services, and/or technology may be subject to trade restrictions, including dual-use and other trade controls. To the extent applicable, Channel Partner shall, at its own cost, be responsible for compliance with all applicable export laws and obtaining any necessary customs import clearance. Whenever Channel Partner is the exporter (including with respect to exports of goods, services, technology, and deemed exports of technology), unless otherwise agreed, Channel Partner shall, at its own cost, obtain all export licenses and any other clearances or authorizations required under applicable Trade Control Laws. Products, services, and/or technology that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. Channel Partner must provide ABB with written notice of such license(s), clearance(s) or authorization(s) and all applicable conditions.

3.7. Channel Partner shall not solicit business from, nor seek to directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any goods, materials, parts, equipment, services, technology, technical data or software provided under this Agreement to, or for the benefit of, any Restricted Person, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). Channel Partner shall immediately notify ABB if it or any of its employees, officers, directors, affiliates, third parties engaged in connection with the Agreement and/or any of its customers or end-users becomes a Restricted Person.

3.8. Channel Partner represents and warrants that the Products and/or Services shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.

3.9. For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

3.10. Channel Partner is hereby informed, and will inform its employees, officers, directors, and any affiliates or third parties engaged in relation to the Agreement, that ABB has established the following reporting channels where any suspected or observed violations of Applicable Integrity Laws, ABB Code of Conduct, or similar rules may be anonymously reported:

Telephone: +41 43 317 3367

Web portal: www.abb.com/integrity

E-mail: ethics.contact@ch.abb.com

Mail: ABB Ltd, Legal & Integrity, Affolternstrasse 44, 8050 Zürich, Switzerland

3.11. Channel Partner shall immediately notify ABB in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, the ABB Code of Conduct, or this Integrity Appendix by either the Channel Partner, its affiliated parties or any third parties engaged by Channel Partner in relation to the Agreement. In the event of such notification or in the event that ABB otherwise has reason to believe that a potential or actual breach has occurred, Channel Partner shall make available its Records, employees, officers, directors, and any affiliates or third parties engaged in relation to the Agreement for any audit, inquiries, or investigation which ABB deems necessary and in line with clause 13.1 of the Agreement. During such audit, inquiries or investigation, ABB may suspend performance of its obligations until such time as ABB has received confirmation to its satisfaction that no breach has occurred or will occur. ABB shall not be liable to Channel Partner for any claim, losses or damages whatsoever related to its decision to suspend or terminate performance of its obligations under this provision.

3.12. Notwithstanding the foregoing or any other provision in the Agreement, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the ABB Code of Conduct or this Integrity Appendix, ABB shall, subject to mandatory provisions of Applicable Law, have the right to unilaterally terminate the

Agreement with immediate effect. Any claims for payment by the Channel Partner shall be automatically terminated and cancelled, and any payments previously made shall be forthwith refunded to ABB to the extent permitted under Applicable Integrity Laws. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Channel Partner for any claim, losses or damages whatsoever related to its decision to terminate performance of its obligations under this provision. Further, Channel Partner shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violation to relevant authorities as required by Applicable Integrity Laws.

4. DUTIES OF DISTRIBUTOR:

Distributor will maintain a record of the date on, and location to, which Products are shipped to an end-user and all other relevant books, records and accounts relating to the distribution of the Products. These records must be maintained by the Distributor completely and in good conditions. Upon termination of this Agreement, all of these records must be delivered to Company. The Distributor declares and guarantees that the Product will be used exclusively for civilian purposes and that the end customer and the final destination and use of the Product is unknown at the time of ordering the Product, which is guaranteed by completing and certifying Attachment E of this Agreement (ABB Customer End-Use Certificate). In addition to the foregoing, the Distributor undertakes not to directly or indirectly sell, export, re-export, release, transfer or otherwise transfer any Products received from the Company to any Sanctioned party or party doing business, or whose ultimate use will be, in the later the specified jurisdiction/region/country/area without obtaining an additional, certified Statement on the End-User/End-Use (Customer End-Use Certificate) identical to Attachment E of this Agreement, printed on the letterhead of the Distributor, certified by the End-User, which indicates exclusively civilian use and use of the Product and will deliver the same to the Company: Afghanistan, Falkland/Malvinas Islands, Iraq, Libya, Mali, Myanmar, Niger Delta, Somalia, South Sudan, Venezuela, Yemen (the same list may be changed by ABB at any time). Also, if it is a dual-use Product or a Product intended for use for military purposes, the Distributor undertakes to obtain a certified Customer End-Use Certificate identical to Attachment E of this Agreement, printed on the Distributor's letterhead, certified by the end customer and deliver the same to the Company. ("Customer End-Use Certificate"), identical to the Attachment E of this contract.

34. TRADE CONTROLS

(a) The Parties agree to comply with all applicable sanctions and export control laws in connection with this Agreement. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of the [Individual Order] (collectively, "Trade Control Laws"). "Sanctions Agency" means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

(b) The Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any applicable Trade Control Laws. Each Party represents and warrants that, to the best of its knowledge, at the date of the [Individual Order] neither it, nor any of their respective directors or officers are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person. "Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

(c) If, as a result of Trade Control Laws issued or amended after the date of the [Individual Order], including, but not limited to, (i) the Purchaser or the end-user is/becomes a Restricted Person, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or any of its affiliates becomes illegal or impracticable, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the [Individual Order] until such time as ABB may lawfully discharge such obligation or unilaterally terminate the [Individual Order] in whole or in part. ABB will not be liable to the Purchaser for any costs, expenses or damages associated with such suspension or termination of the [Individual Order].

(d) The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export, re-export, or in-country transfer of Equipment and Services. Equipment and Software, and the "direct product" thereof, that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(e) The Purchaser represents and warrants that the Equipment and Services are for civil use only. The Purchaser further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time).

(f) If the Purchaser infringes any obligations in this Trade Controls clause in connection with the [Individual Order], the Purchaser must immediately notify ABB. Failure to comply with these Trade Compliance obligations shall be considered a material breach, and ABB shall have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to terminate performance under this provision. Further, Purchaser shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by applicable Trade Control Laws.

(g) For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any Party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

35. APPENDICES

I Sustainability Regulations: SF6- BAN - Mandatory clauses for Gas Insulated Switchgear up to 24kV

The Parties are aware that this product contains f-gas and that there is a regulatory phasedown of f-gas (Regulation (EU) 2024/574). The customer confirms that he is fully aware of such background prior to the effective date of the contract. Therefore, customer waives all rights to pursue directly or indirectly against the supplier, or any other party, any kind of claim or damage directly or indirectly linked to such regulatory framework including, without limitation, that no claims related to a possible supply of alternative f-gas free products in lieu of the products offered hereunder shall be raised by the customer in any case. Notwithstanding any conflicting provision in this contract, the parties agree that the customer will fully indemnify and hold harmless the supplier against all liability, damage and costs arising directly and/or indirectly from the abovementioned phasedown, regardless of the country in which the product and relevant equipment will be delivered, installed, and put into operation.

II Customer End-Use Certificate

(TO BE PRINTED ON THE CUSTOMER'S LETTERHEAD)*

Customer-End-Use-Certificate-(ABB-CEUC)†

Section A - Parties‡	
1 -> Seller-(ABB-Front-Entity)‡	
Name:-Click or tap here to enter text. ‡	Contact-Details:-Click or tap here to enter text. ‡
Address:-Click or tap here to enter text. ‡	Country:-Click or tap here to enter text. ‡
2 -> Exporter-(The entity or Feeder-Factory physically exporting the products out of country)‡	
Name:-Click or tap here to enter text. ‡	Contact-Details:-Click or tap here to enter text. ‡
Address:-Click or tap here to enter text. ‡	Country:- ‡
3 -> Customer-(ABB's direct-Customer-or-Sales-Channel-Partner)‡	
Name:-Click or tap here to enter text. ‡	Contact-Details:-Click or tap here to enter text. ‡
Address:-Click or tap here to enter text. ‡	Country:-Click or tap here to enter text. ‡
4 -> End-User-(End-Customer), please-note:§	
<small>4.1 -> Provide the name, address, contact information and country of end-user if different from Customer. § 4.2 -> Indicate "same as customer" if customer is also the end-user. § 4.3 -> "Unknown" if end-user is not identified at the time of the contract execution/transaction. §</small>	
Name:-Click or tap here to enter text. ‡	Contact-Details:-Click or tap here to enter text. ‡
Address:-Click or tap here to enter text. ‡	Country:-Click or tap here to enter text. ‡
5 -> Other-involved-entities-(e.g., intermediate consignee as agent, broker, transporter, etc.)‡	
-Click or tap here to enter text. ‡	
6 -> Route-(Only required in the case of a single transaction)‡	
[Describe the route the items will take:] -Click or tap here to enter text. ‡	

Section B. --Items (Goods, Services, Software or Technology):

Description of the items (for consumable goods, the length of time supplies are expected to last):

Date of contract:

Contract / Order number / name / code for the applicable Order / Project / Frame Agreement:

Export Control Number (ECN and / or ML) for each ABB-supplied item:

If applicable, U.S. export classification of each item (i.e., USML, ECCN, EAR99, or not subject to ITAR / EAR):

Quantity (not applicable in case of software or technology transfer):

Value (USD / EUR, or contract currency) (for software or technology only if available):

SECTIONS C AND D ARE ONLY TO BE COMPLETED IF THE END USER IS KNOWN BY THE CUSTOMER AT THE TIME OF THE CONTRACT / TRANSACTION.

Section C. --Final Destination / Location the Item will be used:

Address: Country:

Section D. --End Use:

Detailed description of the intended End Use of items specified in Section B:

Nature of the End Use:
 Civil Space / Satellite Governmental Defense-related
 Other (describe):

Brief description of the activity, business or function of the End User (if different, describe both):

Is the End User the armed forces, police / law enforcement, government intelligence, reconnaissance, or internal security forces of the country? YES / NO (Delete as appropriate)

If the items (goods, software or technology) are to be integrated into or used for the development, production, use or repair of another item please describe that item, its End Use and End User:

If the End Use is integration, testing, research or similar, indicate the nature of the item being produced, tested or researched, its End Use and End Users: